

3

HAGOP T. BEDOYAN, CSB NO. 131285
LISA HOLDER, CSB NO. 217752
**KLEIN DENATALE GOLDNER
COOPER ROSENLIB & KIMBALL LLP**
5260 N. Palm Avenue, Suite 201
Fresno, California 93704
Telephone: (559) 438-4374
Facsimile: (661) 326-0418
E-mail: hbedoyan@kleinlaw.com
lholler@kleinlaw.com

Attorneys for Medflow, PC

UNITED STATES BANKRUPTCY COURT

EASTERN DISTRICT OF CALIFORNIA, FRESNO DIVISION

In re:

TULARE LOCAL HEALTHCARE
DISTRICT dba TULARE
REGIONAL MEDICAL CENTER,

Debtor.

Case No.: 17-13797-9-B

Chapter 9

DC No.: KDG-1

HEARING TO BE SCHEDULED

**REQUEST FOR PAYMENT OF ADMINISTRATIVE EXPENSE CLAIM OF
MEDFLOW, PC (11 U.S.C. §§ 503(b) AND 507(a)(2))**

NOTICE IS HEREBY GIVEN that MEDFLOW, PC ("Medflow"), hereby asserts an administrative expense claim (the "Claim") in the total amount of \$20,000.00, for professional services rendered to the Tulare Local Healthcare District, dba Tulare Regional Medical Center (the "Debtor", "TRMC" or the "District"), pursuant to 11 U.S.C. §§ 503(b) and 507(a) (2), and represents the following:

1. On July 1, 2013, the District entered into an Emergency Services Agreement ("Contract") with Medflow, LLC (which subsequently converted to a corporation, Medflow, PC). Medflow is owned by Dr. Yorai Benzeevi, M.D. ("Benzeevi"). The Contract was subsequently amended by the Amendment to Emergency Services Agreement ("First

1 Amendment”), effectively dated October 31, 2013, and amended again by the Second
2 Amendment to Emergency Services Agreement (“Second Amendment”), effectively dated
3 February 3, 2015. Copies of the Contract, the First Amendment and the Second Amendment
4 are attached thereto as Exhibits A, B and C, respectively, and incorporated herein by reference
5 (collectively, the “Medflow Contract”).

6 2. Under the terms of the Medflow Contract, Medflow provided the District with
7 experienced administrative/medical directors and provided the District, among other things,
8 with the following services: Assistance to the TRMC in operational administrative oversight of
9 the Emergency Department; Assistance in recruiting physicians; Recommendations as to
10 qualified non-physician personnel; Recommendations as to additions to and/or revisions of
11 policies and procedures pertaining to the Emergency Department; Assistance to TRMC in the
12 development and implementation of patient care protocols and a medical staff development
13 plan; Assistance in accreditation surveys of the Emergency Department; Assistance in
14 management of services furnished through contractual arrangements; Assistance in providing
15 educational and risk management programs; Assistance in increasing productivity; Assistance
16 in establishing best practices; Assistance in conducting quality assurance; Utilization review;
17 and Assistance in special projects (“Medflow Services”).

18 3. Medflow provided the Medflow Services under the terms of the Medflow
19 Contract until TRMC was closed in late October of 2017, as the result of the District
20 voluntarily suspending its state license to operate its own hospital.

21 4. On January 12, 2018, the Court made its *Order Authorizing Rejection of*
22 *Executory Contract (Medflow, PC)* (the “Rejection Order”) [Dkt. No. 330]. The Rejection
23 Order provides that any claim resulting from the rejection of the contract shall be filed no later
24 than March 12, 2018.

25 5. On March 7, 2018, Medflow filed with the Clerk of the Court its Proof of Claim
26 for amounts owed to Medflow as the result of the rejection of the Medflow Contract in the
27 amount of \$440,000 [Claim No. 144].

28 ///

1 6. Medflow now requests payment of its administrative claim for Medflow
2 Services provided to the Debtor from the September 30, 2017 bankruptcy filing date through
3 the end of October of 2017, in the amount of \$20,000.00.

4 7. The Medflow Services provided to the Debtor were reasonable and benefited the
5 Debtor since they allowed the Debtor to operate its Emergency Department. As such, the
6 Claim is entitled to priority treatment in the Debtor's case pursuant to 11 U.S.C. §§ 503(b) and
7 507(a)(2).

8 8. Medflow reserves the right to amend the Claim and will set the matter for
9 hearing at a future date.

10
11 Dated: 3/8/18

KLEIN, DENATALE, GOLDNER, COOPER,
ROSENLIEB & KIMBALL LLP

12
13
14 By: 

HAGOP T. BEDOYAN,
Attorneys for Medflow, PC